

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 16	
2. CONTRACT NO. HQ003417A0011		3. AWARD/EFFECTIVE DATE 30-Sep-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME							
9. ISSUED BY  WHS - ACQUISITION DIRECTORATE 1225 SOUTH CLARK ST, SUITE 910 ARLINGTON VA 22202-3909  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 541990 SIZE STANDARD: \$15,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/ OFFEROR  MCKINSEY & COMPANY, INC. WASHINGTON D.C. 1200 19TH ST NW STE 1100 WASHINGTON DC 20036-2412 TELEPHONE NO. 202-662-0016		CODE 438P1		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  FINANCIAL MANAGEMENT DIRECTORATE/WHS 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$0.00</b>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  SLAGLE.STEVEN.MI CHAE1.1038232424 <small>Digitally signed by SLAGLE STEVEN.MICHAEL.1038232424 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=WHS, cn=SLAGLE STEVEN.MICHAEL.1038232424 Date: 2017.09.30 18:34:39 -0400</small>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  [REDACTED], Partner		30c. DATE SIGNED  9/30/2017		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Steven M. Slagle TEL: (703) 545-1574 EMAIL: steven.m.slagle.civ@mail.mil		31c. DATE SIGNED  30 Sep 17	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 16	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

**SECTION A - CONTRACT FORM****A-1 Purpose**

The purpose of this multiple-award BPA is to obtain services to assist the Department's Deputy Chief Management Officer (DCMO) and Director, Cost Analysis and Program Evaluation (CAPE) in identifying broad opportunities for reform and to establish the methods and organization structures to manage the transformation broadly. We anticipate more specific task orders will follow that will build on this work to manage detailed implementation plans for identified reforms. Focus areas include:

- Human Resource Management.
- Health Care Management
- Supply Chain and Logistics
- Real Property Management
- Acquisition and Procurement
- Community Services (e.g. grocery and retail operations)
- IT Business Systems

The BPA outlines and provides for specific pricing, provisions and clauses and other terms and conditions, beyond what is set forth in the GSA PSS Schedule.

**A-2 BPA Structure**

Orders placed against this BPA will be either Firm Fixed Price (FFP) or another incentive type arrangement. The total duration of this BPA will not exceed five (5) years. The dollar limit of all BPA actions is \$75,000,000. The BPAs will be reviewed annually to determine if they still represent the best value to the Government; price and all other factors considered. The BPAs may be discontinued by either party upon thirty (30) days written notice. Orders will be priced on specific order requirements.

**A-3 Authorized BPA Users**

Only WHS/AD Contacting Officers may place orders.

**A-4 BPA Administrator**

The BPA will be administered by WHS/AD.

**SECTION B- SERVICES AND PRICE**

The schedule of services and prices available under this Blanket Purchase Agreement and resultant task orders are published on McKinsey & Company Inc. Washington D.C.'s (McKinsey) GSA Schedule, GS-10F-0118S. Additionally, the following discounts have been offered under this BPA as specified. Included in the table are McKinsey's price's inclusive of a rate escalation of ■■■ for each subsequent option period up to their published PSS prices. Therefore, the following table projects labor category pricing for each year:

<b>McKinsey Ordering Period Prices</b>						
Ordering Period >>>			Base	OP1	OP2	OP3
Team	GSA Prices	Discount	9/30/2017 - 9/29/2018	9/30/2018 - 9/29/2019	9/30/2019 - 9/29/2020	9/30/2020 - 9/29/2021
Team A	\$137,191.88					



Team B	\$172,611.82	
Team C	\$206,058.71	
Team D	\$222,331.26	
Team E	\$58,408.21	
Leadership Counseling	\$33,049.61	
Management Workshop	\$45,838.00	

## SECTION C - PWS

### **REFORM INITIATIVE CONSULTING Blanket Purchase Agreement (BPA) Performance-Based Work Statement**

#### **C-1 Background.**

The Department of Defense (DoD) is seeking to increase the velocity of readiness and modernization by reviewing its major supporting lines of business to identify opportunities to improve the productivity of those activities and allow resources to be reallocated to readiness and modernization priorities. The Department will move toward more use of enterprise services (i.e., shared services) to conduct business operations. Focusing on delivering enterprise services ensures the Department the opportunity to improve planning and executing business operations, while reducing the cost of those operations. In the course of effecting these reforms, the Department anticipates that significant change in the structure of organizations across the DoD will occur over time.

#### **C-2 Objective/Scope.**

The objective of this requirement is to obtain a consulting firm with demonstrated performance in analyzing and shaping the transformation of large scale global commercial business operations to assist the Department's Deputy Chief Management Officer (DCMO) and Director, Cost Analysis and Program Evaluation (CAPE) in identifying broad opportunities for reform and to establish the methods and organization structures to manage the transformation broadly. We anticipate more specific task orders will follow that will build on this work to manage detailed implementation plans for identified reforms.

Focus areas include:

- Human Resource Management.
- Health Care Management
- Supply Chain and Logistics
- Real Property Management
- Acquisition and Procurement
- Community Services (e.g. grocery and retail operations)
- IT Business Systems

#### **C-3 Tasks.**

##### **C-3.1 Management Approach**

The contractor shall assist the Government in developing an overall transformation approach for reforming the Department's business operations. Work with the Department's Agency Reform Leaders and cross functional teams (CFTs) to identify opportunities for business transformation with an emphasis on DoD-wide shared services and

develop transformation approaches for each focus area. Collaborate with each CFT to scope, establish outcome and objectives, and establish a time phased plan including milestones, deliverables, and anticipated return on investment.

Depending on transformation approach utilized to support the requirement, this task may require support of mergers and acquisitions, outsourcing, or divestment.

### **C-3.2 Detailed Transformation Approach and Plan**

The contractor shall recommend, in collaboration with Agency Reform Leaders and CFTs, an implementation approach to implementing enterprise shared services that will help improve planning and execution of business operations.

Depending on the recommended implementation approach to support the requirement, successful accomplishment of the Government's objectives under this task require development of a detailed work plan that includes:

- Detailed objectives
- Detailed outcomes
- Performance Goals
- Organization and talent evaluation
- Organizational and workforce changes
- Potential alternatives
- Resources
- Periodic review
- End state review
- Training

In addition, the contractor shall recommended approaches for governance structures to manage the transformation and assist in implementation activities, in support of Reform Leaders and CFTs, as reform initiatives move toward initial operating capability. Government will provide access to government cost information, personnel information and organizational information for business operation areas.

### **C-3.3 Execution of Transformation Plan**

The contractor shall recommend a transition approach for transitioning reform initiatives to full operating capability, to include possibly standing up new organizations, capabilities, functions and business processes.

### **C-4 Deliverables:**

These are a general representation of the tasks that can be expected under this BPA.

<b>PWS</b>	<b>Deliverables</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
C-3.1	Provide management approach to include: 1. Structure of reform office 2. Time-phased way forward 3. Outcome objectives 4. Supporting goals	Due within 90 days of delivery of Government furnished information.	1	Electronic file (Word, Excel, or MS Project) by email with appropriate attachments	COR

	Scope of affected organization				
C-3.2	Detailed transformation approach and plan 1. Detailed work plan with explicit objectives for first 60 days. 2. Summary of target business processes 3. Definition of performance goals, to include cost reduction targets 4. Summary of organization redesign Identify early wins	Due within <b>90</b> days of after delivery of Management Approach	1	Electronic file (Word or Excel) by email with appropriate attachments	COR
C-3.3	Execution of transition plan. This includes monthly Assessments and in-progress review checks as set by the government with maintenance of integrated master schedule	Beginning within 10 days after completion of the transformation plan	Multiple	Electronic file (Word, Excel, or MS Project) by email with appropriate attachments	COR
H-3	Non-Disclosure Agreements	Within three business days of beginning of the PoP	1	PDF	Contract Specialist
C-3.1/.2/.3	Monthly Progress Reports	Monthly	1	Electronic file (Word or Excel) by email with appropriate attachments	COR

Other deliverables may be identified in each task order placed against this BPA. These may include a phased approach to receiving relevant sections of the analysis before the final report is due.

The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. If drafts deliverables are requested by the COR then the following applies: (1) the final deliverable deadline will be extended at the time of request; and (2) the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, approve or disapprove the deliverable. The Contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government.

Unless agreed upon by the COR in writing or as necessary for classification purposes, deliverables may not be restricted for distribution.

## C.5 Performance Requirements Summary



Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
<b><i>BPA Management</i></b>	Ensure all administrative actions (e.g., security issues, updated pricing tables, response to administrative inquiry, etc.) are performed within the deadlines set forth by the CO/COR	100%	CO/COR
<b><i>Reporting</i></b>	Reporting is timely, grammatically correct and professional in appearance	98%	CO/COR
<b><i>Business Transformation</i></b>	Identify recommendations for business transformation actionable within DoD Decision Support Systems with an emphasis on DoD-wide shared services with associated return on investment in proscribed timeline.	No Deviation	Review by COR or other designated team member
<b><i>Implementation</i></b>	Present approach to improve in the Department's ability to plan and execute business operations in prescribed timeline.	No Deviation	Review by COR or other designated team member
<b><i>Transition</i></b>	Deliver plan for improvement in the Department's ability to manage costs of business operations in prescribed timeline	No Deviation	Review by COR or other designated team member

### C.6 Place of Performance

Performance may commence at on-site and offsite facilities. The Government may provide space to facilitate interactions and effective communication with stakeholders in the National Capital Region. Performance may require intermittent travel in the continental United States.

All travel within the National Capital Region, defined in 10 USC § 2674, is included in the price of this contract. When movement of contractor personnel is required locally (i.e. Metro), costs will be borne by the contractor. The Government will reimburse the contractor for all other travel outside the limitation that was authorized in advance by the Contracting Officer, for reasonable travel related expenses. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the FAR 31.205-46 "Travel Costs." Requests for approval of costs in excess of maximum per diem rates in accordance with the procedures contained in FAR 31.205-46(a)(3) must be submitted to the Contracting Officer for final approval prior to commencement of travel.

### C.7 Documentation

Documents, data files, reports, correspondence, and all other documents and writings, together with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created in connection with or for purpose(s) of work performed under this PWS and contract shall be delivered to the COR promptly, upon request.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website). Whenever the Contractor is uncertain with regard to the proper handling of information/data under this effort, the Contractor shall obtain a written determination from COR.

## **C.8 Privacy Act**

Contractor personnel may have access to information subject to the Privacy Act in the performance of task orders issued under the BPA. All assigned employees shall comply with all the requirements of the Privacy Act. The contractor is responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.

## **C.9 Non-Personal Services Contract**

In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

## **SECTION D- PACKING & MARKING**

The contractor shall ensure that all data and correspondence submitted shall reference: (1) the BPA Number, (2) the Order Number (if applicable), (3) the Contractor Name, (4) the Government end user directorate or section, and (5) the COR Name.

## **SECTION E- INSPECTION**

The terms of Inspection and Acceptance for this BPA will be FAR 52.212-4 for fixed-price CLINs and FAR 52.212-4 Alt I for Labor Hour/Time-and-Materials CLINs.

## **SECTION F- PERFORMANCE**

### **F-1 Term of BPA**

The term of the BPA shall be a five-year ordering period.

### **F-2 Place of Performance**

The place of performance will be determined on a task order basis.

### **F-3 Recognized Holidays**

Unless the order specifically requires performance, the contractor is not required to provide services on the following days:

New Year's Day	Labor Day Martin
Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **SECTION G- CONTRACT FORM**

### **G-1 BPA Points of Contact**

(a) Contracting Officer



WHS/AD Contracting Officer  
1225 South Clark Street, Suite 910  
Arlington, VA 22202

(b) COR

DCMO Personnel  
4800 Mark Center Drive  
Alexandria, VA 22311-1882

## G-2 Task Order Procedures

- a. Selection Criteria for Awarding a Task Order. The Government will evaluate quotations in accordance with the evaluation criteria established for each order.
- b. Order Placement. Orders may only be placed by WHS/AD Contracting Officers.

## G-3 Task Order Administration

A Contracting Officer Representative (COR) shall be identified and duly appointed for the each task order.

## SECTION H- SPECIAL REQUIREMENT

### H-1 Security Requirements

All tasks must be conducted in full compliance with DoD security regulations, and in accordance with DD Form 254. During the period of performance, a core of contractor personnel must possess and will be required to maintain a minimum of a SECRET clearance.

### H-2 Privacy Act

Contractor personnel may have access to information subject to the Privacy Act in the performance of task orders issued under the BPA. All assigned employees shall comply with all the requirements of the Privacy Act. The contractor is responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.

### H-3 Organizational Conflict of Interest-Disclosure

#### General

(a) Purpose. This clause applies to the Contractor and its affiliates, consultants and subcontractors of any tier (collectively referred to as "Contractor"). This clause must be included in all subcontracts and other agreements executed by the prime contractor in connection with submitting the prime contractor's quote or performing the work. Attention also is directed to FAR Subpart 9.5 and the provisions which follow.

(b) Scope-Actual or Potential Conflicts of Interest. This clause is intended to ensure that the Contractor (1) does not obtain or appear to obtain an unfair competitive advantage over other parties by virtue of actual or potential unauthorized use or disclosure of proprietary or procurement-related information, (2) does not obtain or appear to obtain an unfair competitive advantage over other parties by virtue of any relationship (social, familial, financial, etc.) between the Contractor or Contractor's employees and any Government employee, Government contractor or Government contractor employee involved in the procurement process or the administration of the contract whether or not specifically identified in this solicitation, (3) is not biased or potentially biased or its ability to render impartial advice to the Government impaired or potentially impaired due to Contractor's current or planned interests (financial, contractual, organizational or otherwise) that relate to the services performed or products to be delivered under this solicitation, or (4) any other potential conflict of interest identified or within the scope of FAR 9.5. Parts (1), (2) and (3) above are examples of potential conflicts of interest governed by this

clause.

#### Pre Award

(a) Contractor Representation. The Contractor represents by submission of its offer that, to the best of its knowledge and belief, Contractor has no actual or potential conflict of interest or, pursuant to paragraph (b) of the General section, has disclosed to the Contracting Officer in writing all relevant information regarding any actual or potential conflict of interest.

(b) Government Contractor Participation in Solicitation/Statement of Work, Award or Administration. The following Government contractors participated in the preparation of the Statement of Work/Solicitation or are expected to assist in the award and administration of the contract:

1. N/A

Preaward Remedies. The presence of an actual or potential conflict of interest that, in the Contracting Officer's discretion, cannot be avoided, mitigated or neutralized, may preclude the Contractor from competing for the award.

#### Post Award

(a) Contractor Disclosure of Actual or Potential Conflicts of Interest after Award. If, after award, an actual or potential conflict of interest is identified by the Government or discovered by the Contractor, the Contractor shall immediately make a full disclosure in writing to the Contracting Officer. The Contractor further recognizes that during the term of this contract, conditions may change which may give rise to a newly recognized actual or potential conflict of interest. In the event that the Government identifies or the Contractor discovers an actual or potential conflict of interest after award, the Contractor shall, at a minimum, immediately provide the following information:

(1) a description of the actual or potential conflict of interest and identify the parties involved; (2) a description of the work affected by the actual or potential conflict of interest; and

(3) a mitigation plan as described in section (b) of this section.

(b) Mitigation Plan. To the extent that the Contractor or the Government has at any time after award identified an actual or potential conflict of interest, the Contractor shall propose a mitigation plan which concisely describes all relevant facts concerning any potential conflict of interest including any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the services performed or product to be delivered under this solicitation. The mitigation plan shall describe the actions or planned actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the conflict of interest. If accepted by the Contracting Officer, the mitigation plan will become part of the contract.

(c) Final Authority. The Contracting Officer is the final authority in determining whether a conflict of interest exists and whether the conflict of interest has been adequately mitigated, neutralized or avoided.

(d) Post Award Remedies. If the conflict is discovered after award and cannot, in the Contracting Officer's discretion, be neutralized, mitigated or avoided, may result in termination of the contract. If the conflict of interest results from conflicting financial or other interests involving Contractor personnel performing under this agreement, the Contracting Officer may require the Contractor to remove such personnel from performance of work under the contract as a means to avoid, neutralize or mitigate the conflict of interest. If the Contractor was or, with reasonable diligence, should have been aware of a potential conflict of interest before award, or discovers or with reasonable diligence should have discovered an actual or potential conflict after award and does not disclose or misrepresents relevant information to the Contracting Officer, it will be deemed a material breach of the

agreement/solicitation. In that event, the Government may elect to terminate the task order for default. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this agreement, or statute or regulation.

#### **H-4 Key Personnel**

Key personnel may specified at the task order level. During the first ninety (90) calendar days of performance of any order, the contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events. In addition the Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer or COR shall notify the Contractor within five (5) business days whether the substitute is acceptable. Acceptability will be based on a comparison of the proposed key personnel resume to that of the incumbent.

After the initial ninety (90) calendar days of performance, the Contractor may propose substitutions. The Contractor shall provide complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer shall notify the Contractor within ten (10) business days whether the substitute is acceptable.

#### **H-5 Labor Categories**

Additional labor categories that were not priced at the time of award may be utilized as long as the labor category is within the scope of the underlying GSA Schedule contract.

#### **H-6 Contractor Teaming Arrangements (CTA)**

Contractor Teaming Arrangements are not allowed.

### **SECTION J - ATTACHMENTS**

Attachment 1 – Non-Disclosure Agreement

**This agreement is entered into this 30th day of September 2017, by the United States of America (the “Government”) represented by Steven Slagle, the Contracting Officer, and McKinsey & Company Inc. Washington D.C. (the “Contractor”).**

**This Blanket Purchase Agreement (BPA) is issued to McKinsey & Company Inc. Washington D.C., effective September 30, 2017. All terms and conditions of McKinsey & Company Inc. Washington D.C.’s GSA Schedule, GS-10F-0118S, are incorporated and applicable to this BPA and any resultant task orders.**

#### **AGREEMENT INFORMATION:**

AGREEMENT CEILING AMOUNT	\$75,000,000.00
AGREEMENT PERIOD START DATE	30-SEP-2017
AGREEMENT PERIOD END DATE	29-SEP-2022



## CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0.00	\$0.00	75,000,000.00	\$75,000,000.00

## DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0.00	\$0.00	75,000,000.00	\$75,000,000.00

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By OCT 2015 The Government of a Country that is a State Sponsor of Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### **252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)**

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: **To be specified on each order.**

(end of clause)

## 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).



Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**To be specified on each order**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**To be specified on each order**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b><u>HQ0768</u></b>
Issue By DoDAAC	<b><u>HQ0034</u></b>
Admin DoDAAC	<b><u>HQ0034</u></b>
Inspect By DoDAAC	<b><u>To be specified on each order</u></b>
Ship To Code	<b><u>To be specified on each order</u></b>
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	<b><u>To be specified on each order</u></b>
Service Acceptor (DoDAAC)	<b><u>To be specified on each order</u></b>
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____

Other DoDAAC(s) \_\_\_\_\_

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**To be specified on each order**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**To be specified on each order**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**252.237-9000 WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)**

(a) The Contractor shall report **all** contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

(b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the “All Other Defense Components” tool unless otherwise directed by the Contracting Officer’s Representative or Contracting Officer.

(c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.

(d) Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil>.  
[Reference: DPAP memorandum of 28 November 2012, “Enterprise-wide Contractor Manpower Reporting Application.”]  
(end of clause)